

## DIRECTORY-AS-A-SERVICE® AGREEMENT

Welcome to JumpCloud. Please read the Directory-as-a-Service Terms below (our “**DAASA Terms**”, “**Terms**”, “**Terms of Service**” or “**TOS**”) carefully as they contain the legal terms and conditions that govern your access and use of the Service provided by JumpCloud Inc. (“**JumpCloud**”). The term “**Customer**” means the individual or entity that registers for or uses the Service.

When you indicate agreement to the Agreement (defined below), you represent and warrant that you are authorized to execute, deliver, and bind Customer to, the Agreement, and to act as Customer’s agent in connection with the Agreement. The “**Effective Date**” of the Agreement is the earlier of the date you (a) begin using the Service, or (b) complete an Order.

JumpCloud has developed, and updates from time to time, an online user and device monitoring, management, and security service that assists customers in the management, monitoring, and security of customers’ users and device infrastructure (the “**Service**”).

The “**Agreement**” (or “**DAASA**”) includes the DAASA Terms, together with these preamble paragraphs, all Orders, addenda, and referenced attachments. This Agreement constitutes the terms and conditions under which JumpCloud is willing to provide Customer with the Service and will take precedence over any conflicting or inconsistent text included in other materials (e.g., promotional materials) on the Site or provided to or by Customer. Except to the extent expressly provided in an Order, the DAASA Terms will take precedence over any conflicting or inconsistent terms and conditions accompanying any Order. Any standard terms, invoicing documents, or purchase order terms provided by Customer are expressly rejected.

JumpCloud may modify the DAASA Terms at any time by posting updated versions of the DAASA Terms on the Site. Such modifications become effective and binding on Customer upon the earlier of (i) any Customer access to or use of the Service after the date they are posted or (ii) thirty (30) days after the modifications are posted. Any continued Customer access to or use of the Service after the modifications have become effective will be deemed conclusive acceptance of the updated DAASA Terms.

## DIRECTORY-AS-A-SERVICE® TERMS

**1. DEFINITIONS.** Capitalized terms have the meanings in this Section 1 (Definitions), or in the Section where they are first used.

“**Administrator**” means a person who signs up for the Service on behalf of Customer or is authorized by Customer via the Service, and that administers the Service on Customer’s behalf.

“**API Call Code**” means software code that makes a call to any interface (including the Service API) that is part of the Service or any JumpCloud Agent.

“**Authorized Software Tool**” means a Software Tool made available by JumpCloud and expressly identified by JumpCloud (at the download site for the Software Tool) as an authorized JumpCloud Software Tool. The Service includes all Authorized Software Tools.

“**Customer Data**” means all information, data, files, links, and other materials submitted to the Service by Customer or its Users, including information regarding information technology infrastructure provided to JumpCloud under this Agreement. Customer Data excludes Usage Data.

“**Device**” (or “**System**”) means any device (e.g., computer, server, laptop, tablet, or mobile device) that is part of Customer’s systems and/or network, or that accesses, is managed or tracked by, or is authorized to access, the Service.

“**Documentation**” means the documentation provided or made available by JumpCloud to Customer describing use and operation of the Service.

“**JumpCloud Agent**” means a JumpCloud software agent that is intended to run on a Device (e.g., a User’s computer). The Service includes all JumpCloud Agents.

“**Order**” means a JumpCloud-provided quote that has been timely executed by Customer, a Customer ordering document (excluding any standard or “form” terms therein) that has been signed by both parties, and/or the Service details specified in the self-service ordering process on the Site.

“**Service API**” means an application programming interface (API) that is expressly identified as an official API and provided by JumpCloud to Customer for accessing the Service.

“**Site**” means the JumpCloud website, mobile application(s), and/or Service dashboard.

“**Software Tool**” means a software tool (e.g., a script or set of scripts) that provides extensions to or automations for the Service.

“**Usage Data**” means all data collected or generated by JumpCloud in connection with the Service (including information related to Devices, Users’ use of the Service, network monitoring, and analysis.) Usage Data does not include public keys, usernames, or User passwords, which are part of Customer Data.

“**User**” means each Customer employee or contractor, or other individual or entity that accesses the Service or is added to the Service by Customer (including any Administrator and any individual or entity for which an email address or other identifier has been added to the Service, even if suspended or not activated for, or active in, any features of the Service.) Any access or use of the Service by any User is considered use or access by Customer.

## **2. SERVICE.**

**2.1 Service.** Subject to this Agreement, JumpCloud will provide Customer the components of the Service that are specifically described in an Order.

**2.2 Access; Limited License.** Subject to this Agreement, JumpCloud grants Customer, during the Term, a non-exclusive, limited, non-sublicensable, and non-transferable (except to the extent expressly permitted under Section 11.6 (Assignment)) license to: (a) access and use the Service to the extent identified in an Order and as permitted in the Terms; (b) install and use the Authorized Software Tools solely in connection with Customer’s use of the Service and solely in accordance with the applicable Documentation; (c) use and reproduce the Documentation solely in connection with Customer’s use of the Service; (d) install and use any JumpCloud Agent (which is required to access or use certain features and functionalities of the Service) in object code form, solely to access and use the Service via such JumpCloud Agent for Customer’s internal business purposes in accordance with the applicable Documentation; and (e) write API Call Code that complies with the Documentation for the Service APIs and use such API Call Code solely to access and use the Service as permitted in this Agreement. No implied license or right of any kind, and no patent license or right, is granted to Customer under this Agreement.

**2.3 Open-Source Software.** Certain aspects of JumpCloud Agents and Software Tools may include code or software that is subject to “open source” or “free software” licenses (“**Open-Source Software**”) and may be owned by third parties. The Open-Source Software is not subject to the terms of this Agreement, and instead, is licensed to Customer under the terms of the applicable license associated with such Open-Source Software. Nothing in this Agreement limits Customer’s rights under the licenses applicable to such Open-Source Software. If required by the license for any particular Open-Source Software, JumpCloud will make the source code for such Open-Source Software, and JumpCloud’s modifications to that code, if any, available in response to Customer’s written request sent to the address specified in the Order.

**2.4 Support and SLA.** Subject to the payment by Customer of fees applicable to the level of support specified in the applicable Order (“**Selected Support Tier**”), JumpCloud will provide Customer with the support services for the Selected Support Tier as described in the then-current support offerings description applicable to the Selected Support Tier located at: <https://jumpcloud.com/policies/>, as updated periodically. Such Selected Support Tier description includes any service level commitments for the Service (e.g., support methods and targeted response times), and is hereby incorporated into this Agreement for the duration of Customer’s payment of fees corresponding to such Selected Support Tier.

**2.5 Data Processing.** (a) JumpCloud will process Customer Personal Data (as defined in the DPA) according to the Data Processing Addendum (“**DPA**”), which is available at [www.jumpcloud.com/gdpr](http://www.jumpcloud.com/gdpr) or/legal. The DPA may be updated from time to time by JumpCloud and is incorporated into the Agreement. JumpCloud will implement and maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data. (b) Such safeguards will include: (1) two-way TLS authentication and encryption between JumpCloud’s servers and applicable JumpCloud Agents; (2) employee security awareness training and appropriate background checks; (3) redundant Service infrastructure; (4) internal access controls; (5) active software monitoring of JumpCloud user logins and privileged commands; and (5) log monitoring.

**2.6 Usage Data.** Customer acknowledges and agrees that provision of the Service involves, and Customer authorizes, JumpCloud’s: (a) collection of Usage Data in connection with providing the Service; (b) use of Usage Data in connection with providing, analyzing, and improving JumpCloud products and services; and (c) generation and use of de-identified, aggregated, and/or anonymized data that does not include any identifying information of, or reasonably permit the identification of, Customer or any individual (including any User). JumpCloud will comply with applicable statutory requirements with respect to the data generated pursuant to this Section 2.6 (Usage Data).

**2.7 Software Tools and APIs.** Any Software Tool that is not an Authorized Software Tool (a “**Community Software Tool**”, e.g., a script developed or modified by Customer or third parties) or API Call Code that is not written and provided by JumpCloud is not a component of the Service and is not required to be supported by JumpCloud. It is Customer’s responsibility to (a) ensure that its use of Community Software Tools and such API Call Code will have the effects desired by Customer, (b) regularly check for updates to the Authorized Software Tools and the Service APIs, and (c) make appropriate updates to any API Call Code and the Software Tools it uses.

**2.8 Third-Party Software.** The Service or Software Tools may enable Customer to download or install third-party software on Devices (e.g., software updates). All risks related to such third-party software are entirely the responsibility of Customer. JumpCloud has the right (but not the obligation) to vet, review, evaluate, or scan such third-party software.

**2.9 Third-Party Authentication and Integrations.** The Service may enable Customer to (a) use third-party authentication services to sign on to the Service (e.g., single sign on (SSO) to access third-party accounts such as Google, Slack, and GitHub (“**Third-Party Authentication**”), and (b) integrate the Service with third-party services (each, a “**Third-Party Integration**”). Third-Party Integrations are intended, for example, for data transfers for syncing and are implemented through protocols such as SCIM. Customer acknowledges and agrees that: (1) JumpCloud is entitled to rely on any authentication provided via any Third-Party Authentication; (2) Customer authorizes JumpCloud to disclose Customer Data to the third party associated with any Third-Party Integration that Customer enables; (3) JumpCloud will not be responsible or liable, directly or indirectly, for the security of any Third-Party Authentication with respect to the third party’s implementation of the Third-Party Integration or the security of the underlying protocols used for the same, or for any damage or loss caused by or in connection with the use of or reliance on any Third Party Authentication; (4) each applicable Third-Party Authentication provider is a separate data controller with respect to such provider’s processing of Customer Data; (5) any use of any Third-Party Authentication is subject to such provider’s terms and privacy practices and JumpCloud does not control the processing of Customer Data by any such provider; and (6) if any User enables, integrates, accesses, or otherwise uses any Third-Party Authentication in connection with such User’s use of the Service, any such use is governed solely by the terms, conditions, and policies of such Third-Party Authentication. ANY USE OF THIRD-PARTY AUTHENTICATION IS DONE AT CUSTOMER’S SOLE RISK. JUMPCLOUD IS NOT RESPONSIBLE FOR AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY AUTHENTICATION OR THE SECURITY THEREOF.

**2.10 Beta Features.** JumpCloud may make certain pre-release, beta, or evaluation features or functionality available to Customer as part of the Service (“**Beta Features**”) for Customer to evaluate. Customer’s use of any Beta Features is subject to any additional or different terms that JumpCloud may specify. JumpCloud: (a) may terminate access to Beta Features at any time (notwithstanding any announced or expected availability (e.g., trial, evaluation, or beta period)); (b) may or may not make a Beta Feature available as a generally-available feature of the Service, and/or (c) may make available as part of the Service or as an Add-On (as defined in Section 3.1 (Fees; Payments)), a generally-available feature of the Service that is the same or similar to a Beta Feature. Except as otherwise set forth in this Section 2.10 (Beta Features), these DAASA Terms apply to Beta Features. Customer acknowledges that Beta Features are under development, may be inoperable or incomplete, and are likely to contain errors and bugs. JumpCloud may, when announcing a Beta Feature, charge a fee for a Beta Feature. All information regarding the existence, characteristics, features, or performance of any Beta Feature constitutes JumpCloud’s Confidential Information. To the maximum extent permitted by applicable law, JumpCloud disclaims all obligations or liabilities with respect to Beta Features. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, JUMPCLOUD’S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER WITH RESPECT TO BETA FEATURES WILL IN NO CASE EXCEED US\$100.

**2.11 Sales Channel Partners.** If Customer has entered into an arrangement with an authorized JumpCloud channel partner with respect to the Service (such as a reseller or managed service provider) (“**Channel Partner**”), JumpCloud may delegate or novate any of its obligations under this Agreement to such Channel Partner (e.g., support services and payment collection), and JumpCloud will not have any obligation to provide such delegated or novated services to Customer (because the Channel Partner will have such obligation directly to Customer). Any nonpayment of applicable Service Fees (by Customer or such Channel Partner) to JumpCloud will be a material breach of this Agreement.

### **3. FEES; PAYMENTS.**

**3.1 Fees.** Customer will pay JumpCloud all fees identified on the applicable Order and/or described in this Agreement (including all support fees and fees for Add-Ons) (the “**Service Fees**”) in accordance with the applicable Order and this Section 3 (Fees; Payments). All Service Fees will be paid in U.S. Dollars. Customer will make all payments of the Service Fees to JumpCloud without reduction for any fees or charges applicable to Customer’s method of payment (e.g., wire fees).

JumpCloud may charge Customer (and Customer will pay JumpCloud) for the amount of any such fees to the extent Customer's payment is made net of any such fees. JumpCloud may offer additional features or functionality relating to the Service that are not included in the Service subscription purchased by Customer pursuant to an Order ("**Add-Ons**") for the additional fees described on the Site. Customer acknowledges that JumpCloud may, after informing Customer of its use of Add-Ons, charge Customer such additional fees for Customer's use of Add-Ons. To the extent any Add-Ons are otherwise eligible for any packaged or bundled pricing discounts, such discounts will not apply to unauthorized access or use of such Add-Ons by Customer. Notwithstanding the foregoing, JumpCloud may permit Customer to use Add-Ons on a trial basis, without the payment of any additional fees, for up to 30 days or as otherwise agreed in writing by JumpCloud.

**3.2 Users and Devices.** Customer may authorize up to three (3) Devices per User. Customer will be invoiced 33.3% of the then-current per-User Service Fee list price for each Device that accesses or is authorized to access the Service in excess of this limit (for illustrative purposes only: if Customer has 20 Users, Customer will be invoiced for each Device authorized in excess of 60 Devices). Solely for purposes of calculating Service Fees under this Section 3 (Fees; Payments), the term "User" will not include any User that (a) is solely an Administrator, or (b) is otherwise identified by JumpCloud as being excluded from the payment of fees under this Agreement.

**3.3 High-Water Marks.** The Service Fees for each month will be calculated based on the maximum number of Users and of Devices as measured at any time during the calendar month (a "**High-Water Mark**" of Users and of Devices). For purposes of calculating the High-Water Marks, and for illustrative purposes only: if there are 20 Users and 60 Devices at the beginning of the month, and then during that month, (i) 5 Users are added (and 2 are later deleted), and (ii) 25 Devices are added, then: (a) the High-Water Mark of Users for that month would be 25 Users (and the Service Fees for such month would be based on 25 Users), and (b) the High-Water Mark of Devices for that month would be 85 Devices (and the Service Fees for such month include the excess Device fee described in Section 3.2 (Users and Devices) for 10 Devices in excess of 75).

**3.4 Committed Period Subscriptions.** If the Order indicates that Customer will pay for a committed period, such as a set number of months or years, all Service Fees will be invoiced in advance at the billing frequency specified in the applicable Order based on the number of Users and of Devices specified in such Order (the "**Committed Quantity**" of Users and of Devices). If the High-Water Mark of Users or of Devices for Customer exceeds the applicable Committed Quantity in any month, JumpCloud will invoice, and Customer will pay, the difference between each Committed Quantity and each High-Water Mark, based on the Service Fees calculation described in Section 3.3 (High-Water Marks), for such month.

**3.5 Monthly Subscriptions.** For monthly subscriptions, all Service Fees will be invoiced monthly in arrears ("**Monthly Fees**") and JumpCloud will charge full Monthly Fees for every full or partial month that the Service is used, based on the High-Water Marks for such months.

**3.6 Payment Card Authorization.** Unless otherwise stated in the applicable Order, JumpCloud will charge (and Customer hereby authorizes JumpCloud to charge) Customer's provided payment card, as of the date the invoice is generated, for (a) all Monthly Fees, (b) all Service Fees for any billing frequency specified in the applicable Order, (c) all Service Fees for the Committed Quantities applicable as of the date the applicable invoice is generated, (d) all Service Fees for any applicable Renewal Order Term (as defined in Section 6.2 (Order Renewal)), at the time of such renewal, and (e) the amount of any past due Service Fees, plus late charges, if any, due to JumpCloud under this Agreement. If the Monthly Fees are less than \$1,000, a payment card is required unless otherwise agreed in writing by JumpCloud. JumpCloud's payment card processor will retain Customer's payment card information for purposes of this Section 3.6 (Payment Card Authorization).

**3.7 Payment Terms and Taxes.** All fees are due to JumpCloud within fifteen (15) days after the date of the applicable invoice (except as provided in Section 3.6 (Payment Card Authorization) or as otherwise agreed by the parties in the Order). Claims for adjustment of any invoiced or charged Service Fees must be submitted in good faith by Customer before payment is due. Claims must be submitted by Customer electronically to JumpCloud at [billing@jumpcloud.com](mailto:billing@jumpcloud.com). If any amounts are disputed in good faith, Customer will pay the undisputed amounts when due and payment of such undisputed amounts may not be withheld for any reason. Undisputed amounts that are not paid when due may accrue a late fee of one and one-half percent per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. Customer will reimburse JumpCloud for all costs (including reasonable attorney and collection agency fees) associated with collecting delinquent or dishonored payments. All Service Fees exclude, and Customer will be responsible for, all sales, use, excise, and other taxes applicable to the transactions contemplated by this Agreement, except for U.S. taxes based on JumpCloud's net income. If Customer is legally obligated to make any deduction or withholding from any Service Fees payment under this Agreement, it will also pay whatever additional amount is necessary to ensure that JumpCloud receives the full amount otherwise receivable had there been no deduction or withholding obligation. All Service Fees due under this Agreement are non-refundable, except as expressly provided in Section 6.5 (Effect of Termination) and Section 9 (Indemnity).

**3.8 Free Accounts.** JumpCloud offer the Service for free for up to ten (10) Users and ten (10) total Devices (the “Free Tier”). If Customer is in the Free Tier (a “Free Tier Customer”), Customer is permitted to have up to ten (10) Users and ten (10) total Devices authorized to access the Service without the payment of any fees for such Users and Devices and will be permitted to access JumpCloud’s Knowledge Base located at: <https://support.jumpcloud.com/>, but no additional support will be provided by JumpCloud.

#### **4. CUSTOMER RESPONSIBILITIES.**

**4.1 Limitations.** Customer agrees that Customer will not: (a) interfere with, disrupt, create an undue burden on, alter, translate, or modify the Service, or the networks, systems, or services connected to the Service (through scripts or otherwise); (b) perform penetration tests or any other security tests on the Service, (c) introduce software or automated agents or scripts to the Service so as to produce multiple accounts or use or access the Service in any way that is not expressly authorized in the applicable Documentation or by JumpCloud without JumpCloud’s express and prior written permission; (d) create derivative works of the Service, or reverse engineer, reverse compile, reverse assemble, or do anything else with any aspect of the Service that would reveal any source code, trade secrets, know-how or other proprietary information; (e) access the Service in order to build a competitive product or service; (f) infringe any JumpCloud intellectual property rights; (g) permit any third party to access and/or use the Service, other than the Users authorized under this Agreement; (h) except as expressly permitted in an Order, rent, lease, loan, or sell access to the Service to any third party, or use the Service on behalf of any third party (except to the extent the third party is a contractor of Customer and authorized by Customer as a User); (i) perform or publish any performance or benchmark tests or analyses relating to the Service or the use thereof; (j) access or use the Service APIs in any way that is not expressly permitted in the Documentation; (k) exercise any rights in excess of those granted in Section 2 (Service); or (l) access or use the Service or any feature thereof (including via any API) in excess of any restriction or limitation described in this Agreement, any Documentation, or an Order.

**4.2 Availability.** Customer is responsible for obtaining all services and technologies necessary to access to the Service and Customer understands that such access may involve third-party fees and costs (such as Internet service provider or airtime charges). Customer is responsible for all such fees and costs.

**4.3 Usernames and Passwords.** Customer is responsible for maintaining the confidentiality of all Customer usernames and passwords. Customer agrees (a) not to allow a third party to use its account, usernames, or passwords at any time, except as expressly permitted under this Agreement, and (b) to notify JumpCloud promptly of any actual or reasonably suspected unauthorized use of or access to its account, usernames, or passwords, or any other breach or suspected breach of this Agreement of which it becomes aware.

**4.4 Users; Sub-Accounts.** Customer is responsible for all acts and omissions of its Users, and for all activities that occur under Customer’s account, including all sub-accounts created by or for Customer. Customer may create an unlimited number of sub-accounts. For purposes of determining Service Fees, the High-Water Mark, and any Committed Quantity, the total number of Users and of Devices across any one Customer business entity, including all affiliates of such Customer business entity, will be summed across all such sub-accounts.

**4.5 Administrators.** Customer authorizes JumpCloud to rely upon communications from any Administrator with respect to the Service, including instructions to delete and/or add Users, Devices, and/or accounts as contemplated under Section 4.4 (Users; Sub-Accounts). JumpCloud may disclose Customer Data and Usage Data to any Administrator. Without limiting the foregoing, if Customer provides its unique Customer identification information for the Service to an Administrator, that will be considered conclusive proof that such Administrator has authority to act on Customer’s behalf with respect to the Service without further notice from Customer. JumpCloud has the right (but not the obligation) to confirm any instructions received from an Administrator through JumpCloud’s internal processes and/or with Customer, including employees of Customer who have administration rights for the Service, prior to taking action based on instructions from an Administrator. JumpCloud will have no liability to Customer or any other person for any actions JumpCloud takes in reliance on any communication that reasonably appears to be from an Administrator. Each Administrator represents and warrants that they have the requisite authorization from Customer to enable JumpCloud to rely upon communications from the Administrator with respect to the Service and Customer.

**4.6 Certifications.** JumpCloud may offer from time to time certain online training courses that Administrators can choose to complete to earn JumpCloud certifications. Separate terms apply to the training courses, the certification process, and certifications. Certifications are not an endorsement of the Administrator by JumpCloud, and a certification does not represent that the Administrator is performing services on behalf of JumpCloud.

**4.7 Authority.** Customer represents and warrants that it has the authority and right to (a) disclose to JumpCloud, and to permit JumpCloud to collect and process, Customer Data and Usage Data in connection with, and in accordance with, this Agreement, and (b) take any and all actions that it takes in using the Service, including (i) actions performed on or in connection with any Device owned or controlled by any User on which any JumpCloud Agent is installed, and (ii) installing or using any third-party software.

**5. DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JUMPCLOUD AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE ANY, AND EXPRESSLY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, INCLUDING ANY AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONTINUOUS OR ERROR-FREE OPERATION, QUALITY OF SERVICE, QUIET ENJOYMENT, OR DEVICE INTEGRATION, IN EACH CASE ARISING FROM OR RELATED TO THIS AGREEMENT, THE SERVICE, SOFTWARE TOOLS, THIRD-PARTY SOFTWARE, OR JUMPCLOUD AGENTS.

## **6. TERM, TERMINATION, AND SUSPENSION.**

**6.1 Term.** Unless otherwise expressly provided in the applicable Order, this Agreement will commence on the Effective Date and will continue until the earlier of the date (a) this Agreement is terminated as provided in this Agreement, and (b) all Orders entered into under this Agreement expire or are terminated as provided in this Agreement and in each such Order (“Term”).

**6.2 Order Renewal.** Following the initial term under any Order (the “Initial Order Term”), except as otherwise provided in the Order, such Order will automatically renew for additional periods equal to the duration of the Initial Order Term (each, a “Renewal Order Term” and each Renewal Order Term and/or Initial Order Term, an “Order Term”), unless a party has given the other party written notice of its intent to not renew such Order at least 30 days prior to the end of the then-current Order Term. JumpCloud may increase Service Fees by informing Customer of the same, and such increased Service Fees will not apply until the first Renewal Order Term that starts at least 30 days after such notice. Though Customer may renew an Order for a longer duration than the then-current Order Term (e.g., a monthly subscription may be renewed as an annual subscription), Customer may not renew any Order for a lesser duration than the then-current Order Term (e.g., an annual subscription may not be renewed as a monthly subscription) unless JumpCloud and Customer enter into a new Order for a shorter Order Term. If Customer purchases an annual subscription, the Committed Quantities (for Users and Devices) in any Renewal Order Term will be the greater of (a) the Committed Quantities in the preceding Order Term, and (b) the highest High-Water Marks for the last three (3) months in the preceding Order Term.

**6.3 Termination.** Except as otherwise provided for in this Agreement, either party may terminate this Agreement upon the material breach of the other party if such breach remains uncured for 30 days (ten (10) days for payment obligations) following the breaching party’s receipt of written notice of the breach. As an alternative to terminating Customer as described in the prior sentence, JumpCloud will have the right to delete a sufficient number of Users and of Devices such that the number of Users and of Devices is ten (10) or less, and to treat Customer as a Free Tier Customer. If Customer is a Free Tier Customer and JumpCloud determines that Customer has not accessed or used the Service for at least six (6) months, JumpCloud may terminate this Agreement.

**6.4 Suspension.** If (a) Customer fails to make payment for any applicable Service Fees due under this Agreement and does not cure the same within 10 days after receiving notice thereof, (b) Customer breaches any restriction or exceeds any limitation described in this Agreement and does not cure the same within ten (10) days after receiving notice thereof, (c) Customer breaches any of subsections “(a)”-“(c)” of Section 4.1 (Limitations), or (d) there is a threat to the security or technical integrity of the Service or a User account, JumpCloud has the right to suspend or rate limit Customer’s (or any User accounts’) access to the Service, until such time as JumpCloud reasonably determines that Customer is in compliance with the terms of this Agreement or that such threat has been addressed.

### **6.5 Effect of Termination.**

(a) Upon any termination or expiration of this Agreement: (i) Customer will promptly pay JumpCloud all amounts owed under this Agreement without regard to whether any invoices had been previously issued; (ii) all outstanding Orders will automatically terminate; and (iii) Customer’s license and access to the Service will automatically terminate.

(b) Customer may access Customer Data up to the effective date of termination or expiration, and following any termination or expiration of this Agreement, Customer may request deletion of Customer Data by emailing JumpCloud and JumpCloud will delete Customer Data following its receipt of such request. Proper authentication, including Customer’s unique customer identification information, will be required prior to deletion of Customer Data. Following any termination

or expiration of this Agreement, JumpCloud shall have the right to delete Customer Data (including Customer's account) (i) 30 days after termination or expiration of the Agreement, and (ii) immediately, if Customer is a Free Tier Customer.

(c) In the event Customer terminates this Agreement pursuant to Section 6.3 (Termination), JumpCloud will refund Customer, on a pro-rated basis, the amount of unearned Service Fees, if any such Service Fees have been paid in advance by Customer. Customer will not have any rights in or to the Service after any termination or expiration of this Agreement. Sections 1 (Definitions), 2.6 (Usage Data) (excluding subpart "(a)"), 2.9 (Third-Party Authentication and Integrations), 3 (Fees; Payments), 4.1 (Limitations), 5 (Disclaimer), 6.5 (Effect of Termination), and 7 (Ownership) through 11 (General Provisions) will survive any termination or expiration of this Agreement.

## **7. OWNERSHIP.**

**7.1 Ownership of Service.** As between JumpCloud and Customer, JumpCloud owns all right, title, and interest in and to the Service and Documentation, including all intellectual property and other proprietary rights in each of the foregoing. Customer acknowledges and agrees that (a) it does not acquire any rights, express or implied, in or to the Service, except as specifically provided in this Agreement, and (b) any configuration or deployment of the Service will not affect or diminish JumpCloud's rights, title, and interest in and to the Service. All brand, product, and service names and marks used in the Service which identify JumpCloud are proprietary names and marks of JumpCloud. All brand, product, and service names and marks used in the Service which identify third parties or their products or services are proprietary names and marks of such third parties. Nothing in the Service will be deemed to confer on any Customer or any third party any license or right with respect to any such name or mark. Customer may not publish, distribute, extract, reuse, or reproduce any content from the Site or the Service in any form other than in accordance with this Agreement. Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of JumpCloud or its suppliers in the Service or Documentation.

**7.2 Ownership of Customer Data.** As between JumpCloud and Customer, Customer Data will at all times remain the property of Customer or its licensors. JumpCloud will have no rights in Customer Data other than the limited right to use such Customer Data as required for JumpCloud to perform the Service for Customer in accordance with this Agreement.

**7.3 License to Feedback.** "Feedback" means all Customer or User suggestions regarding new features, functionality, or performance for the Service, including suggestions submitted through the Site. Customer hereby grants to JumpCloud a royalty-free, worldwide, transferable, sublicensable, irrevocable, and perpetual license to use such Feedback and any API Call Code disclosed to JumpCloud for any lawful purpose, including the development or improvement of features or functionality for the Service. JumpCloud will not identify Customer as the source of any such Feedback.

## **8. CONFIDENTIAL INFORMATION.**

**8.1 Definition.** "Confidential Information" means all information of the Disclosing Party (as defined below) disclosed to the Receiving Party (as defined below) that is marked or identified as confidential or disclosed in circumstances that would lead a reasonable person to believe such information is confidential. All information regarding the Service will be considered JumpCloud's Confidential Information, notwithstanding any failure to mark or identify it as such. Protections for Customer Data are provided for in Section 2.5 (Data Processing) and not in this Section 8 (Confidential Information). The commercial and non-public terms of the Agreement are Confidential Information of the parties, but the relationship of the parties created by this Agreement is not Confidential Information. Notwithstanding the foregoing, each Receiving Party may disclose the Disclosing Party's Confidential Information: (a) to consultants, accountants, banks, investors, and actual or potential financing sources and their advisors; (b) in connection with a merger or acquisition or proposed merger or acquisition, or the like; and/or (c) in connection with the requirements of a securities filing. Customer's Confidential Information and Customer Data exclude any Customer business and support contact information provided to JumpCloud, which may be used by JumpCloud for its business purposes (e.g., for managing JumpCloud's relationship with Customer). Customer will provide JumpCloud accurate and current contact information for invoices and related communications.

**8.2 Protection.** The party receiving Confidential Information ("Receiving Party") from the other party ("Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees, independent contractors, or agents of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duties under this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**8.3 Exceptions.** Confidential Information does not include information that: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public (including any information made available on the Site that is not protected by confidentiality obligations); or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that (if permitted by law) the Receiving Party promptly notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. Notwithstanding the foregoing, JumpCloud may use Customer's name and logo in JumpCloud's marketing materials that include a customer list.

**8.4 Return or Destruction of Confidential Information.** Upon termination or expiration of this Agreement, or upon written request of the Disclosing Party, the Receiving Party immediately will return or destroy any and all materials containing any Confidential Information (including information stored on computer hard drive or cloud application or otherwise and all copies, reproductions, and summaries thereof, no matter by whom prepared, but excluding Usage Data) and certify the return or destruction in accordance with the Disclosing Party's request.

**8.5 Equitable Relief.** Breach of this Section 8 (Confidential Information) could cause irreparable harm and damage to the Disclosing Party. Thus, in addition to all other remedies available at law or in equity, the Disclosing Party shall have the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use or disclosure.

**9. INDEMNITY.** JumpCloud will defend, at its own expense, any third-party claim, suit, or action against Customer to the extent that such claim, suit, or action is based upon an allegation that the Service infringes any U.S. intellectual property rights of such third party ("**Customer Claim**"), and JumpCloud will indemnify and hold Customer harmless from and against all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) awarded in such Customer Claim or those costs and damages agreed to in a monetary settlement of such Customer Claim. The foregoing obligations are conditioned on Customer: (a) promptly notifying JumpCloud in writing of such Customer Claim; (b) giving JumpCloud sole control of the defense thereof and any related settlement negotiations, (provided that JumpCloud will not enter into any settlement of any such claim, suit, or action that does not contain a full release of Customer's liability without Customer's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed); and (c) cooperating and, at JumpCloud's request and expense, assisting in such defense. Notwithstanding the foregoing, JumpCloud will have no obligation under this Section 9 (Indemnity) or otherwise with respect to any claim based upon: (i) any use of the Service not in accordance with this Agreement; (ii) any use of the Service in combination with products, equipment, software, or data not supplied by JumpCloud if such infringement would have been avoided without the combination with such other products, equipment, software, or data; or (iii) any Customer-provided API Call Code or any modification to any part of the Service by any person other than JumpCloud or its authorized agents or subcontractors. If use of the Service is, or in JumpCloud's opinion is likely to become, enjoined, or if use of the Service infringes or could be found to infringe the intellectual property rights of any third party, then JumpCloud may at its discretion: (1) modify the Service so that it is non-infringing; (2) replace the portion of the Service that infringes or allegedly infringes with non-infringing components that are functionally equivalent; (3) obtain a license that will enable Customer to continue use of the Service as provided under this Agreement; or (4) if none of the foregoing are commercially reasonable for JumpCloud, terminate this Agreement and refund any prepaid but unused Service Fees. In addition, if Customer receives access to the Service through an arrangement with a Channel Partner, JumpCloud will have no obligations under this Section 9 (Indemnity) with respect to Customer. THIS SECTION 9 (INDEMNITY) STATES JUMPCLOUD'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

**10. LIMITATIONS ON LIABILITY.** EXCEPT WITH RESPECT TO SECTION 4 (CUSTOMER RESPONSIBILITIES) AND SECTION 8 (CONFIDENTIAL INFORMATION): (A) IN NO EVENT WILL A PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE), OR FOR ANY LOST PROFITS, INTERRUPTED COMMUNICATIONS, OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL

EXCEED (I) \$100, IF CUSTOMER IS A FREE TIER CUSTOMER, OR (II) THE AMOUNT OF SERVICE FEES PAID OR PAYABLE BY CUSTOMER TO JUMPCLOUD DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS FIRST GIVING RISE TO ANY SUCH LIABILITY.

## **11. GENERAL PROVISIONS.**

**11.1 Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Colorado without giving effect to any rule or law that would apply the law of another jurisdiction. Each party hereby irrevocably and exclusively submits to the process, jurisdiction, and venue of the courts located in the State of Colorado for purposes of suit or other proceedings arising out of or relating to this Agreement or the subject matter hereof. In the event that a suit is brought to enforce the terms of this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If Customer's place of business is located outside of the United States, then any claim arising out of or related to this Agreement, including claims related to the parties' negotiations and inducements to enter into this Agreement, will be submitted to mandatory, binding arbitration under the auspices of the International Chamber of Commerce (the "ICC"), in New York, New York with the parties sharing equally the costs of arbitration. Arbitration will proceed according to the then current commercial rules of the ICC. This Section 11.1 (Governing Law) does not limit either party's right to provisional or ancillary remedies from a court of competent jurisdiction before, during, or after the pendency of any arbitration, and the exercise of any such remedy does not waive either party's right to arbitration. Judgment on an arbitration award may be entered by any court with competent jurisdiction.

**11.2 Compliance with Laws.** Each party will comply with all laws, rules, and regulations applicable to such party while performing under this Agreement.

**11.3 Severability; Waiver.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. The waiver by either party of a breach of any provision of this Agreement will not constitute an ongoing or future waiver of such breach or provision.

**11.4 Force Majeure.** JumpCloud will not be liable under this Agreement by reason of any failure or delay in the performance of its obligations under this Agreement as a result of any cause which is beyond its reasonable control.

**11.5 Headings; Interpretation.** Headings used in this Agreement are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement. The words "includes" and "including" are not considering limiting in any way and mean "includes/including without limitation".

**11.6 Assignment.** Neither party may assign or transfer, by operation of law or otherwise, this Agreement, or any of its rights under this Agreement or delegate any of its duties under this Agreement to any third party without the other party's prior written consent; except pursuant to a transfer of all or substantially all of such party's business and assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, or otherwise, which will not require the other party's consent. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will inure to the benefit of and be binding upon any permitted successors or assigns.

**11.7 Independent Contractors.** The parties to this Agreement are independent contractors and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party will have the power to obligate or bind the other party.

**11.8 Notice.** Any notices to JumpCloud required or permitted under this Agreement will sent to JumpCloud at the postal address below, or at such other address as JumpCloud will specify in writing. Any notices to Customer required or permitted under this Agreement will be given at the email address provided by Customer in the Order, or at such other email address as Customer will specify in writing. Such notice will be deemed given upon personal delivery; if sent by email, upon a confirmation response; or if sent by overnight courier, one (1) day after the date of delivery to the courier.

JumpCloud Inc.  
Attn: Legal  
361 Centennial Parkway, Suite 300  
Louisville, CO 80027  
legal@jumpcloud.com

**11.9 Customer Communication.** Customer understands and agrees that the Service requires periodic email communication including password resets, notifications, and other critical emails. Further, Customer understands and agrees that without email communication Customer will not be able to receive customer support, maintenance notifications, upgrade announcements, and other critical information to operate the Service. As a result, by purchasing access to the Service, Customer is consenting to JumpCloud's email communications with (and notices sent to) administrative contacts supplied by Customer.

**11.10 Government End Users.** The Service, JumpCloud Agents, and Documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Service, JumpCloud Agents, and Documentation with only those rights provided in this Agreement.

**11.11 Export.** Customer will not: (a) permit any third party to access or use the Service in violation of any U.S. law or regulation; or (b) export, directly or indirectly, any technical data acquired from JumpCloud pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval, or otherwise remove from the United States any such technical data or any product utilizing such data except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer will not permit any third party to access or use the Service in, or export any such technical data or product utilizing such data to, a country subject to a United States embargo (as of the Effective Date: Cuba, Iran, North Korea, Sudan, and Syria).

**11.12 Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. Any and all standard or "form" terms associated with a Customer purchase order, Customer ordering document, or Customer invoice submission system or other portal are hereby rejected (regardless of any electronic or online indication of agreement to the same), will be not binding on the parties, will be of no consequence whatsoever in interpreting the parties' legal rights and responsibilities as they pertain to this Agreement (including any billing or payment requirements) or the Service, and no person other than JumpCloud's CEO, CFO, or VP of Finance has the authority to bind JumpCloud to the same. Any reference on the Site to the "Terms of Service" will mean, with respect to Customer, this Agreement. All modifications or amendments to this Agreement must be in writing and signed by the authorized representatives of both parties. No person, other than JumpCloud's CEO, CFO, or VP of Finance, has the authority to waive or amend any terms of this Agreement (including any Order) on behalf of JumpCloud. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of this Agreement will govern, except that those provisions of an Order that expressly identify the conflicting provision of this Agreement to be superseded will govern (solely to the extent of the conflict). Neither party is relying upon any warranties, representations, assurances, or inducements not expressly provided in this Agreement.

LAST UPDATED: December 2, 2021